



County of Roanoke

FINANCE DEPARTMENT PURCHASING DIVISION

Don Karnes
5204 Bernard Drive SW, Suite 300F
Roanoke, VA 24018
(540) 772-2061 ext. 305
(540) 772-2074 (FAX)

Request for Proposal

ADDENDUM #1

RFP CP # 0464

for

**FOOD AND BEVERAGE SERVICE AT THE HISTORIC BRUGH TAVERN
AT VIRGINIA'S EXPLORE PARK
ON BEHALF OF THE VIRGINIA RECREATIONAL FACILITIES AUTHORITY**

One (1) Original and five (5) complete copies of Sealed Proposals Due

~~April 2, 2004~~

New Due Date: April 15, 2004

5:00 p.m.

(local prevailing time)

**Pre-Proposal Conference
Tuesday, March 16, 2004 at 11:00 a.m.
On Site**

**Request for Proposal
CP #0464
Addendum #1
Food and Beverage Service at the Historic Brugh Tavern
At Virginia's Explore Park
March 22, 2004**

Addendum #1 is being issued to change the due date of the proposal.

Change 1 – Change Due Date of Request for Proposal.

Change to read:

One (1) original and five (5) copies of the sealed request for proposal will be accepted at and until **5:00 P.M. (local prevailing time) on April 2, 2004, April 15, 2004**, at the Department of Finance, Purchasing Division, 5204 Bernard Drive, Suite 300 F, Roanoke VA 24018.



County of Roanoke

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Request for Proposal

RFP CP # 0464

for

**FOOD AND BEVERAGE SERVICE AT THE HISTORIC BRUGH TAVERN
AT VIRGINIA'S EXPLORE PARK
ON BEHALF OF THE VIRGINIA RECREATIONAL FACILITIES AUTHORITY**

One (1) Original and five (5) complete copies of Sealed Proposals Due

**April 2, 2004
5:00 p.m.
(local prevailing time)**

**Pre-Proposal Conference
Tuesday, March 16, 2004 at 11:00 a.m.
On Site**

**Request for Proposal
CP #0464
Food and Beverage Service
Virginia's Explore Park and the Historic Brugh Tavern
March 9, 2004**

GENERAL INFORMATION

The County of Roanoke, Virginia, for the Virginia Recreational Facilities Authority (governing body of Virginia's Explore Park) is requesting sealed proposals from qualified companies to award a contract through competitive negotiations for food and beverage services at Virginia's Explore Park.

SUBMISSION OF PROPOSALS

One (1) original and five (5) complete copies of the sealed proposal will be accepted at and until **5:00 p.m. (local prevailing time)** on **April 2, 2004**, at the Department of Finance, Purchasing Division, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018. As this is a sealed formal Request for Proposal, faxed proposals will **NOT** be accepted. Proposals not received by the date and time listed above will be returned to the Proposer unopened. The proposal package must be clearly marked with "**RFP CP #0464 Food and Beverage Contract**".

A pre-proposal conference will be held at Virginia's Explore Park, Milepost 115, Blue Ridge Parkway, Roanoke, Virginia 24014 at 11:00 a.m. on Tuesday, March 16, 2004. The meeting is not mandatory, but is highly recommended.

Proposals should be complete. Proposals should be signed by an authorized representative of the Proposer. All information requested must be submitted. Failure to submit all information requested may require prompt submission of missing information and/or giving a lower evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation. Virginia Recreational Facilities Authority, d.b.a. Virginia's Explore Park, reserves the right to reject any and all proposals.

Any inquiries regarding this proposal shall be in writing and sent to Don Karnes by either fax, (540) 772-2074, or mailed to the above address. Questions received within seven (7) days of the proposal closing date will be attempted to be answered, but will not be reason to delay the closing time of the proposals. All inquiries will be responded to via fax or email to all known vendors.

Roanoke County solicits participation from minority-owned businesses.

Don Karnes
Purchasing Manager

I. PURPOSE AND INTRODUCTION

The purpose of this Request for Proposal (RFP) is to solicit proposals in order to award a contract through competitive negotiations for food and beverage service at Virginia's Explore Park, a 1,100-acre outdoor living history museum and recreation park at milepost 115 on the Blue Ridge Parkway in Roanoke, Virginia.

Virginia's Explore Park has been open to the public since July 1, 1994. Its mission, in addition to education and environmental protection, is to become a major economic development engine for the region by encouraging tourists into the valley. In its Historic Areas, life in the Blue Ridge Mountains of Virginia from the first documented contact between Native American inhabitants and Europeans to the pre-Civil War era of the 1850s is interpreted using authentic and replica structures as well as historically attired staff. Specifically, visitors can enjoy the 1671 Native American village, the 1740s Settler's Cabin, and an 1850s settlement, complete with farm, one-room school house, blacksmith shop, grist mill, batteau landing, and more. Explore Park also includes a number of opportunities for outdoor recreation, including mountain bike trails; fishing, canoeing, and kayaking in the Roanoke River; picnicking; hiking; wildlife observation; and birding.

In addition to its Historic Areas and recreational opportunities, Virginia's Explore Park is home to a number of popular rental venues, including but not limited to the Mountain Union Church for intimate weddings and social gatherings, the Shenandoah Life Picnic Pavilion along the Roanoke River for corporate picnics and family reunions, and the Arthur Taubman Welcome Center and Blue Ridge Parkway Visitor Center for company meetings and retreats.

The Brugh Tavern is in a prominent location as one of three buildings in the Hospitality Plaza area, which is at the terminus of the Roanoke River Parkway, Explore Park's direct connection to the popular Blue Ridge Parkway. The Brugh Tavern is a 1790s structure that was moved from Botetourt County to Explore Park and opened in 1998. The cost of the structure, its removal and reconstruction at the Park, as well as the initial furnishings, equipment, and fixtures have all been paid for by The River Foundation (see "Background" on page 5) with donations from foundations. It consists of the original structure on three levels with seating for up to 130 people.

The Tavern is a major component of the operations of the Park and one with which the Roanoke Valley community is most familiar. Admission is required for certain areas and facilities within the Park. However, the Brugh Tavern is located outside the admissions area to allow greater exposure and access for the general public.

II. INTENT

The intent of this RFP is to develop a mutually beneficial partnership with a Contractor who is willing to operate the Park's food service operations to enhance the quality of the visitor's experience at Explore Park and to create a reputation for a unique and quality food service equal to other tourist attractions on the Blue Ridge Parkway and in the region. The Contractor will be expected to work with the Park to provide notable food, exceptional customer service, and a dining atmosphere to complement the rich history of the Tavern as well as the mission of the Park.

It is the intent of Explore Park to select one Contractor to provide dining and catered food and beverage service within the Brugh Tavern. Exclusive use of the Brugh Tavern and its kitchen will be awarded to the operator of the Tavern.

Catering in other Park facilities or areas within the Park as well as the lawn of the Brugh Tavern will not be exclusive. Contractor will be the recommended food Contractor, but not the exclusive Contractor for catering functions booked at other facilities or areas within Explore Park.

A variety of individuals and groups use the Brugh Tavern or its services. Naturally, the Park attracts history buffs, tourists, school children, and outdoor enthusiasts. In addition, the Brugh Tavern serves Blue Ridge Parkway travelers; diners from the surrounding metropolitan area including Roanoke, Bedford, Franklin, and Botetourt Counties, the cities of Roanoke and Salem, and the Town of Vinton; and numerous groups, such as wedding parties, civic clubs, family reunions, and corporate events. Therefore, food and beverage service is required, as indicated below.

DINING: Operate a full service, year 'round historic tavern for the public in the Brugh Tavern. The historic Brugh Tavern is a three-floor, handicapped-accessible, 130-seat tavern with a modern commercial kitchen addition. The Tavern shall be open for dining service on selected weekday evenings, holidays, and on weekends as agreed during negotiations. The fare of the tavern during dinner hours should be medium to high-end and reflect the culture of the Park by offering unique and historically based items as well as signature dishes.

CASUAL DINING: Hot and cold takeout for Park visitors as well as inside seating for diners during lunch hours. This may also include alternative food service in the Park, such as food service on a golf cart or at a stand in the Park. The hours of operation should accommodate the Historic Area's operational hours as much as possible. These hours are Wednesday through Sunday from 10:00 a.m. until 5:00 p.m. from May 1 through October 31 and weekends in April. Hours of operation will be agreed upon during negotiations.

CATERING: Provide exclusive catering within the Brugh Tavern year 'round for special events and rentals to include a variety of menu options from fine dining to receptions.

In addition to food and beverage service in the Brugh Tavern, the Contractor can bid on other non-exclusive catering options that will be offered year 'round in the Park's many rental facilities and in other areas within the Park, such as the lawn of the Brugh Tavern or at special events. This will include a number of menu options from fine dining and receptions to picnics. The Park reserves the right to award non-exclusive catering contracts to more than one Contractor and to allow rental customers the right to select their own caterers for rental functions held in Park facilities other than the Brugh Tavern. Outside caterers will not be allowed to use the Brugh Tavern kitchen or equipment. However, a non-commercial kitchen, with a stove/oven, microwave, and refrigerator, located in the Arthur Taubman Welcome Center, will be made available to outside caterers.

III. BACKGROUND

Virginia's Explore Park is a unique public-private partnership between The River Foundation, a non-profit 501c (3) corporation, and the Virginia Facilities Recreational Authority ("VRFA"), a political subdivision of the Commonwealth of Virginia. The VRFA is

responsible for Park operations and is the party with whom a contractual agreement for operation of the Brugh Tavern will be negotiated. The County of Roanoke joined as a third partner in 2001 and is assisting with the administration of this RFP.

IV. MARKETING/ADVERTISING

The Contractor and Explore Park will work together to market and advertise these services to attract visitors to the Park from the region and the Blue Ridge Parkway. Explore Park will advertise the Brugh Tavern in its membership newsletter, on the Park's website at www.explorepark.org, and when appropriate in media campaigns. The Contractor will be required to provide additional advertising as necessary to market its operations. The amount of additional advertising will be determined as agreed upon during negotiations.

V. CONTRACT PERIOD

The term of this contract is three (3) years. The Contractor may renew the contract for successive terms of one year each by notifying Explore Park in writing to exercise this option at least 120 days before the end of the initial three years or any successive renewal term.

VI. GLOSSARY

For purposes of this solicitation, the following definitions apply.

- A. Exclusive Use Space: The area designated for exclusive use for Contractor's kitchen and storage in Brugh Tavern.
- B. Seating Area: The area on each floor used to serve food and beverage to the public.
- C. Service Area: All space in the back of the Tavern used by employees to include the elevators, stairwells, loading dock, and dumpster site that serve to supply the Contractor's operations.
- D. Proposer: A food service provider who submits an offer for consideration by the Park under terms stated in this RFP.
- E. Contractor: A food service provider selected for negotiation and then contracted to provide food service under the terms stated in this RFP.
- F. Concept: The general category/classification of the food operations at the Park. Examples of concepts include full-service restaurant operations, take out, satellite food sites, and on-site catering.
- G. Explore Park: Identifier for Virginia's Explore Park and the Virginia Recreational Facilities Authority, the governing Board of the Park.
- H. Historic Brugh Tavern: Complete building including historic structure, modern addition, and support structures attached and adjacent to the Tavern.

VII. SCOPE OF SERVICE

The Contractor shall provide the means to operate a medium to high-quality food and beverage establishment in Virginia's Explore Park with a level of service appropriate to the menu. The decor, uniforms, menu design, and any entertainment shall be period appropriate for the Brugh Tavern. Explore Park reserves the right to review and approve types of service and menus as well as final uniform selection for front of the house staff.

The minimum food service requirements are:

- Lunch – to provide a quick, limited lunch menu to allow maximum utility of the seating capacities of the Tavern and a takeout menu for visitors to picnic in the Park;
 - Dinner – more traditional menu and table service;
 - Full ABC license – to allow for service of alcoholic beverages inside the Tavern as well as in the Park; and
 - Catering – menus for on-site catering for groups that wish to rent facilities in the Park for private functions.
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- A. The Contractor shall have the appropriate business license/s and insurance coverage. This includes employer's liability, workman's compensation, general liability, automobile liability, and liquor liability. Proof must be provided to Explore Park before the contract is executed.
 - B. The Contractor shall be considered an Independent Contractor. The employees of the Contractor are not employees of Explore Park. The Contractor is responsible for all payroll taxes, workman's compensation, and all federal, state, and local requirements as a business operator and employer.
 - C. The Contractor's employees will be required to attend a full orientation program on Virginia's Explore Park, provided by the Park staff at hire, as well as an annual update on the Park at the beginning of each season.
 - D. Contractor will be the recommended food Contractor, but not the exclusive Contractor for all on-site catering functions booked at Explore Park but not in the Brugh Tavern. All on-site food functions catered by the Contractor will be considered Brugh Tavern food revenue and would be part of the Contractor's total sales.
 - E. Explore Park holds all rights to vending machine sales.
 - F. Explore Park has a contractual agreement with PepsiCo requiring vending and restaurant sales of beverages to be Pepsi products. The Contractor must also abide by this agreement.
 - G. Explore Park reserves the right to hold large public and private events that require or would benefit from outside food Contractors. Contractor will receive first preference on location if the Contractor chooses to participate in any multi-Contractor event.
 - H. Explore Park will provide the building, furniture, fixtures, kitchen equipment, small wares, POS system, and initial inventory of china glass and silver. The Contractor is responsible for replacement of damaged or lost inventory.
 - I. Explore Park will maintain the exterior of the building and any maintenance to the Parking areas (including snow removal) and roadways leading to the Tavern.
 - J. Explore Park will provide a dumpster pad and all screening that will be needed in the exterior service areas to protect the integrity of the historic atmosphere of the Tavern. The Contractor will provide for dumpster service trash removal from Brugh Tavern at his expense.
 - K. The Exclusive Use Space will be equipped by Explore Park with heat-ventilation-air conditioning (HVAC), kitchen exhaust ducts, fans and filters, hot and cold water, drains, kitchen fire suppression systems, elevator and dumbwaiter, electrical outlets, and electric meters. Explore Park will be responsible for repair, maintenance, and replacement of non-removable fixtures in the Exclusive Use Space. Explore Park will also be responsible for

the elevator maintenance contract. Contractor will be responsible for periodic cleaning of the kitchen filters, hood vent and exhaust systems at his expense to keep them in safe, working order.

- L. Explore Park and the Contractor will establish an escrow account that both parties contribute to as a fund for repairs and replacement of kitchen equipment, furniture, fixtures, and equipment in the service seating area and any improvements agreed to by both parties. Explore Park reserves the right to inspect all furniture, fixtures, equipment, and supplies at any time, and to condemn the same immediately if found unsafe. Explore Park will make any modifications to the structure. If any of these are damaged or destroyed due to the negligence of the Contractor, it is the Contractor's responsibility to replace the item to its original standard/condition.
- M. The Contractor will have separately metered gas and electric service and will be responsible for payment directly to the local utility company. Gas service will be provided to the building and will be metered separately and will also be the responsibility of the Contractor for payment directly to the utility supplier. Explore Park will provide water and sewage.
- N. Contractor will be responsible for the cost of checking and periodic pumping and cleaning of the Tavern grease trap.
- O. Contractor will be responsible for firewood for the Tavern. The Park has ample supplies of wood that it may allow the Contractor to cut and haul as needed. Contractor will be responsible for the maintenance and periodic cleaning of all working fireplaces and chimneys.
- P. Explore Park shall be responsible for providing and installing the total seating and permanent decorations of Brugh Tavern to ensure the historic integrity of the Brugh Tavern unless the Contractor's request for an alteration is approved in writing by Explore Park.
- Q. The Contractor will not modify or change any features of the historic structure of the Tavern without prior written approval of Explore Park. Explore Park reserves the right to approve any outside Contractor that may be needed to change any feature in the historic structure as well as the modern addition.
- R. The Contractor must meet all required sanitation, safe food handling, and safety standards, including fire code standards of clear stairwells, proper closure of fire doors and maintenance of stairwell safety lighting, to include compliance with applicable health codes, and shall obtain all required certifications and licenses. The Contractor must forward to Explore Park all health and safety inspection reports on the restaurant without any specific request from the Park within ten (10) days of receipt.
- S. The Contractor will maintain the entire building as a smoke-free environment.
- T. The Contractor shall be responsible for all janitorial and cleaning services in the building.
- U. All deliveries of supplies and food products are to be made to the service area provided in the rear of Brugh Tavern, and brought to the Contractor's area through established corridors and service areas.
- V. The Contractor will be responsible for keeping public areas clean and in good repair, including tables, chairs, wall coverings, ceilings, floors, and windows.
- W. Contractor will be responsible for the purchase and replacement of all light bulbs in the Tavern and outside support structures. Explore Park will be responsible for parking lot lighting.
- X. Explore Park and the Contractor shall agree upon hours of operation during negotiations. While the Historic Areas of the Park operate seasonally, it is

expected that Tavern operations as well as facility rental catering will continue year 'round. Explore Park access may be limited by the closing of the Blue Ridge Parkway due to severe weather. Explore Park has no control in the decision to close the Parkway and will not be held responsible for any loss of business that may occur due to such closure.

- Y. Access to Brugh Tavern for service needs and periods of time when the Parkway is closed will be available from Rutrough Road. Due to the restriction on commercial traffic on the Blue Ridge Parkway, all delivery and service vehicles for the Contractor will be required to enter the Park from the service entrance on Rutrough Road.
- Z. The Contractor will be given a key and will be responsible for securing the gates to the Park at night at the close of business each evening, if appropriate.
- AA. The Contractor will cooperate with Explore Park's retail outlets in retail displays in the Tavern and may participate in joint sales ventures that will be of benefit to the Tavern and the Park.
- BB. The Contractor shall be responsible for collecting and remitting to the appropriate authority any applicable sales or meals tax.
- CC. Advertising to inform the community about the food service offered at Explore Park is subject to the approval of Explore Park. The Contractor shall agree not to advertise any connection with Explore Park, its Boards, or agency thereof, nor make use of Explore Park's name or other identifying marks or property nor make representation, either express or implied, as to Explore Park promotion or endorsement of the Contractor's operations unless the Contractor has received prior written permission from Explore Park.
- DD. The Contractor shall submit to Explore Park a weekly accounting of covers, a monthly profit and loss statement showing total sales and expenses (due by the 10th of the following month,) and an Annual Financial Report of the previous year. This report shall show a full and complete accounting of all receipts, expenditures, disbursements, liabilities, and any other information designated by Explore Park arising out of and connected with food service at Explore Park and incurred during the past operating year. The Contractor must certify such reports as true and correct. Failure to report all sales accurately and correctly will be grounds for termination of this contract. The Contractor is expected to make a presentation to the VRFA Board of Directors at their regular meetings and annual retreat.
- EE. The Contractor shall pay to Explore Park a rental use fee to be negotiated.
- FF. Attachment C shows the distribution of responsibilities between the Park and Contractor.

VIII. PROPOSAL PREPARATION AND SUBMISSION

A pre-proposal meeting will be held Tuesday, March 16, 2004, 11:00 a.m. on site at Milepost 115, Blue Ridge Parkway, Roanoke, Virginia. Attendance is not mandatory, but highly recommended.

Site visits can also be scheduled by contacting:

Deborah H. Pitts
Interim Executive Director
Phone: (540) 427-1800, Ext. 323
E-mail dpitts@explorepark.org

Proposals should be as thorough and detailed as possible so that Explore Park may properly evaluate Proposer's capabilities to provide the required services and must include the following information to be considered complete:

Overview of the offer. The Proposer should provide an overview describing the food operation proposed, including the terms and conditions of the proposed agreement.

Type of Service(s). Provide a description of the types of food to be provided. Include sample menus and pricing. Discuss the manner of food presentation. Include ordering, presentation, and service.

Catering. Discuss the willingness to include catering operations within the Park. Include sample menus and pricing. Discuss the manner of food presentation.

Rental Use Revenue to be paid to Explore Park. Rental use fee may be a commission based on a percentage of net sales (gross sales minus sales and meals taxes) and may guarantee a minimum annual commission or may be a fixed monthly fee.

Utility Cost Acknowledgement. Verify your ability to cover the utility costs for the operation of the Brugh Tavern including telephone, propane gas, and electricity.

Marketing and Advertising. State your marketing budget. Describe the marketing strategy and advertising you will use.

Quality Assurance Programs. Specify the methods used to measure the level of customer satisfaction and methods used to respond to suggestions or complaints. Discuss the ability to maintain food quality standards, particularly in terms of palatability, nutrition, and variety. Describe the sanitation and safety program for the proposed operation. Describe the type and level of support provided for employee training.

Education, Training, and Experience. Describe your food service and restaurant management education, training, and experience. Include this information for yourself and any partners and/or lead employees. Resumes may be included for this section.

Financial Ability. Provide documentation verifying your ability to fund the start-up costs for the first year of the operation. This may be through bank loans, personal funds, or corporate funds.

References. Submit two (2) recent business or financial references, preferably from similar setting. Include the date(s) the services were furnished, the client name, complete address, and the name and phone number of the individual Explore Park has permission to contact.

IX. SELECTION CRITERIA AND AWARD

Oral Presentation: Proposers who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to staff or Board members of Explore Park. This will provide an opportunity for the Proposer to

clarify or elaborate on the proposal but will in no way change the original proposal. Explore Park will schedule the time and location of these presentations. Oral presentations are at the option of Explore Park and may or may not be conducted. Therefore, proposals should be complete.

Negotiations: Explore Park anticipates negotiations with the Proposer(s) with the best proposal(s). This may require the development of a business plan from the Proposer(s).

Selection Criteria: Proposals will be evaluated by Explore Park using the following:

Criteria	Maximum Point Value
1. Types of Service(s) Offered	25
2. Education, Training, and/or Experience	25
3. Quality Assurance Programs	15
4. Marketing and Advertising Program	15
5. Financial Ability	10
6. Remuneration to Explore Park	5
7. References	5
TOTAL	100

Award: Selection shall be made of one Proposer deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the RFP. Negotiations shall be conducted with the Proposer so selected. Remunerations to Explore Park shall be considered, but will not be the sole determining factor for selection. After negotiations have been conducted with each Proposer so selected, Explore Park shall select the Proposer, which, in its opinion, has made the best proposal and shall award the contract to that Contractor. Should Explore Park determine in writing and in its sole discretion that only one Proposer is fully qualified, or that one Proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Proposer.

RFP Cancellation: Explore Park may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous.

X. CONTRACT ADMINISTRATION

The award document will be a contract incorporating by reference all the requirements, terms, and conditions of this solicitation and the Contractor's proposal as negotiated. Deborah H. Pitts, Interim Executive Director of Virginia's Explore Park, or designee shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance and shall determine the amount, quantity, acceptability, and fitness of all aspects of the service and shall decide all other questions in connection with services.

XI. ATTACHMENTS

Attachment A.	Special Terms and Conditions
Attachment B.	General Terms and Conditions
Attachment C.	Responsibility Checklist

SIGNATURE FORM FOR RFP CP #0464
Food and Beverage Contract for Virginia's Explore Park

By my signature on this solicitation, I certify compliance with federal, state, and local laws and regulations applicable to the performance of the services described herein.

Proposer certifies that by submission of this proposal, he has read and agrees to the terms and conditions set forth in this request for proposal.

I hereby certify that I am authorized to sign as a representative for the firm:

NAME _____

ADDRESS _____

TELEPHONE _____

FAX _____

FED ID # _____

EMAIL ADDRESS _____

DATE _____

SIGNATURE/TITLE _____

NAME/TITLE (please print) _____

To receive consideration for award, this signature sheet must be returned with your proposal, as it shall be a part of your response.

ATTACHMENT A
SPECIAL TERMS AND CONDITIONS

1. **ADVERTISING:** In the event a contract is awarded for services resulting from this solicitation, Virginia's Explore Park reserves the right to review and approve all advertising done by the Contractor in regard to the Brugh Tavern. The use of Virginia's Explore Park's name, logo, or any other identifier may not be used without the express written approval of Explore Park prior to the use of advertising of the Contractor.
2. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment. Virginia's Explore Park and its authorized agents shall have full access to and right to examine any of said materials during said period.
3. **CANCELLATION OF CONTRACT:** Virginia's Explore Park reserves the right to cancel and terminate any resulting contract, with just cause, in part or whole, without penalty, upon 90 days written notice to the Contractor. Examples of just cause for cancellation of the contract may include but are not limited to:
 - Non-payment of rents or fees to the Park as well as vendors,
 - Major health code violations,
 - Any act of moral turpitude on the part of the principals of the company that would reflect negatively on the image of Brugh Tavern or Explore Park.

In the event of non-payment of fees or major health department violations, the Contractor will have 15 days to correct the issues before notice of termination would be valid. Any contract cancellation notice shall not relieve the Contractor of any financial obligations at the point of termination or any deposits received for future services. Those deposits are to be refunded immediately.

ATTACHMENT B GENERAL TERMS AND CONDITIONS

Compliance with Laws

The Proposer is responsible for compliance with all Local, State and/or Federal laws and regulations. The Virginia Recreational Facilities Authority and the County of Roanoke shall be held harmless from any liability.

Ruling Law

This Request for Proposal and any contract executed pursuant hereto of which this request for proposal shall be an internal part shall be governed, controlled and interpreted in accordance with the law of the Commonwealth of Virginia.

Indemnification

Proposer agrees to indemnify, defend and hold harmless the Virginia Recreational Facilities Authority and the County of Roanoke, its officers, agents and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished to the Proposer, any services of any kind or nature furnished by the Proposer, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the material, goods, or equipment in the manner already and permanently described by the Proposer on materials, goods or equipment delivered.

Subcontracts

No portion of the work shall be subcontracted without prior written consent of the Virginia Recreational Facilities Authority and Roanoke County.

Nondiscrimination Provision

During the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

Drug-free Workplace

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

Contract

Any contract resulting from this proposal shall consist of the following documents: the Special Terms and Conditions, the General Terms and Conditions and the Specifications, both of which are contained in the Request for Proposal, together with the Proposer's response, which consists of this document, the Remuneration Schedule and other related documents attached hereto or submitted with this Request for Proposal.

Antitrust

By entering into a contract, the Proposer conveys, sells, assigns, and transfers to the Virginia Recreational Facilities Authority and Roanoke County all rights, title, and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Virginia Recreational Facilities Authority and Roanoke County under said contract.

Assignment of Contract

A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Virginia Recreational Facilities Authority.

Proprietary Information

Ownership of all data, materials, and documentation originated and prepared for the Virginia Recreational Facilities Authority and County of Roanoke pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a Proposer shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Proposer must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

NOTICE OF PROPRIETARY INFORMATION

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342

Section Title	Page Number	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the bid or proposal.

- A - This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus. Identify confidential statistical data. Amount or source of any income...of any person (or) partnership. See Virginia Public Procurement Act. Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B - This page contains proprietary information including confidential, commercial or financial information, which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).
- C - This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from Contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342; 552 (b) (4); 12 C. F. R 309.5(c) (4).

Debarment

By my signature on this solicitation, I certify that this person/firm/corporation is not currently barred from bidding on proposals or contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America, nor is this person/firm/corporation a part of any firm/corporation that is currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America. I have attached an explanation of the previous debarment(s) and copies of notice(s) of reinstatement(s).

Qualifications of Prospective Proposer

The Virginia Recreational Facilities Authority and County of Roanoke may make such reasonable investigations, as are deemed proper and necessary to determine the ability of the firm proposing to perform the work. The Authority and the County reserve the right to reject any proposal if the evidence submitted by the firm, or investigations of the firm, fail to satisfy the County/City that such firm is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

Anti-Discrimination

By submitting their proposals, the Proposer certifies to the Authority and County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 11-51 of the Virginia Public Procurement Act.

Ethics in Public Contracting

By submitting their proposals, the Proposer certifies that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Proposer, supplier, manufacturer, or sub contractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

Immigration Reform and Control Act of 1986

By submitting their proposals, the Proposer certifies that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

ATTACHMENT C
BRUGH TAVERN RESPONSIBILITY CHECKLIST
VIRGINIA'S EXPLORE PARK

Responsibility	Explore Park	Contractor
Furnishing of basic kitchen equipment	X	
Tables and seating	X	
Decoration of pub and dining areas	X	
POS system	X	
Initial supply of china, glass and silver	X	
Food supplies		X
Food service supplies		X
<i>Dining room and pub maintenance (includes, light bulbs, glass cleaning, equipment, and furniture)</i>		
a. Performance		X
b. Cost		X
Exterior maintenance	X	
<i>Garbage/Trash pickup contract</i>		
a. Performance		X
b. Cost		X
<i>Utilities</i>		
a. Electricity		X
b. Gas		X
c. Telephone		X
d. Water and sewage	X	
Grease trap cleaning and maintenance		X
Licenses, Business		X
Licenses, ABC		X
Banking Services		X
Pest Control		X
Office operational costs		X
<i>Insurance</i>		
a. Workers Comp		X
b. Employee Liability		X
c. General Liability		X
d. Automobile Insurance		X
e. Liquor Liability		X

End of Request for Proposals